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*Note Changes made
By Court*

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

20 Osric Brown, Neil Davenport, Phil
Duncan, Marcia Frater, Sherri Frost, Elva
21 Johnson, Todd Kennedy, Jessi Presten,
Pamela Roark, Debbie Thompson, Harry
22 Timuryan, Diana Vergini, and Lee Ward,
individually, and on behalf of the general
23 public,

24 Plaintiffs,

25 v.

26 Prospect Mortgage, LLC,
27 Defendant.

Case No. 2:13-cv-02850-DMG-CW

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER
REGARDING DISCOVERY**

Complaint Filed: April 23, 2013

1 In accordance with Federal Rule of Civil Procedure 26(c), and for good
2 cause shown, IT IS HEREBY ORDERED:

3 1. This Protective Order shall apply to all information produced by the
4 parties to this action during the course of discovery in this litigation, including
5 document productions, interrogatory answers, responses to requests for admissions,
6 depositions, and discovery materials otherwise produced or provided to the parties
7 by non-parties pursuant to judicial procedures (collectively defined as "Litigation
8 Materials").

9 2. In producing or disclosing Litigation Materials, any party may
10 designate as "Confidential" any portion of any Litigation Materials that it believes,
11 in good faith, constitutes or contains non-public, highly sensitive, private,
12 confidential, trade secret information or proprietary information (collectively
13 defined as "Confidential Materials").

14 3. In producing or disclosing Litigation Materials, any party may
15 designate as "Highly Confidential Information – Attorneys' Eyes Only," any
16 Litigation Materials that are particularly sensitive and constitute or contain non-
17 public, highly sensitive, private, confidential, trade secret information or
18 proprietary information (collectively defined as "Highly Confidential Materials").

19 4. All Confidential Materials and Highly Confidential Materials made
20 available in the course of the litigation of this case shall be used solely for the
21 purposes of preparing for and conducting the litigation of this case and for no other
22 purpose whatsoever. No Confidential Materials or Highly Confidential Materials
23 may be used or disseminated except in accordance with the terms of this Protective
24 Order.

25 5. The parties may designate Litigation Materials as "Confidential" or
26 "Highly Confidential Information-Attorneys' Eyes Only" at or before production
27 or disclosure by (a) stamping or otherwise writing the legend "CONFIDENTIAL"
28 or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" on the Litigation

1 Materials or (b) by an alternative method acceptable to all parties. In the event that
2 Litigation Materials that are not designated initially as confidential or highly
3 confidential-attorneys' eyes only are later designated as such, they shall thereafter
4 be treated as confidential or highly confidential-attorneys' eyes only Litigation
5 Materials in accordance with this Protective Order.

6 6. Parties may designate depositions or other testimony as confidential
7 or highly confidential-attorneys' eyes only by any one of the following means: (a)
8 stating orally on the record that the information is confidential or highly
9 confidential-attorneys' eyes only and the portions for which such designation is
10 made, on the day that testimony is given; or (b) sending written notice designating

11 information as confidential or highly confidential-attorneys' eyes only within
12 fifteen days after receipt of a final transcript thereof. All information disclosed
13 during a deposition shall be treated as if it were confidential unless and until the
14 fifteen-day period set forth in this paragraph has expired without any written
15 designation notice having been sent. Failure to designate depositions or other
16 testimony as confidential or highly confidential-attorneys' eyes only within this
17 fifteen-day period, however, does not preclude a party from doing so later in
18 accordance with this order.

19 7. Litigation Materials designated "Confidential" and any copies thereof
20 or information contained therein shall be maintained in confidence by the attorney
21 of record to whom such Litigation Materials are produced or disclosed and such
22 Litigation Materials and/or the information contained in such Litigation Materials
23 shall be disclosed only to the following Qualified Persons:

24 (a) Parties to the litigation, including employees of parties to the extent
25 deemed reasonably necessary by counsel for the party for assistance in prosecuting
26 or defending this case;

27 (b) Counsel for the parties, including both outside counsel and in-house
28 counsel for the parties;

1 (c) Legal, paralegal, non-technical, and clerical staff employed by
2 counsel for the parties for the preparation of and trial of this action who have been
3 advised of this Order;

4 (d) Private court reporters or notaries public engaged by the parties in
5 their official capacities;

6 (e) Persons appearing as deponents or witnesses on behalf of the party
7 who has produced or disclosed the confidential Litigation Materials, or on whose
8 behalf such confidential Litigation Materials have been produced or disclosed;

9 (f) Independent third-party experts or consultants retained by the parties
10 to furnish expert services or advice or to give expert testimony who have been

11 advised of this Order and who are not employed by any competitors of Prospect
12 Mortgage, LLC;

13 (g) Former and current employees of defendant who do not fall into the
14 categories above;

15 (h) Any third-party mediator selected by the parties or appointed by the
16 Court; and

17 (i) The Court and court personnel.

18 8. Litigation Materials designated "Highly Confidential-Attorneys' Eyes
19 Only" and any copies thereof or information contained therein shall be maintained
20 in confidence by the attorney of record to whom such Litigation Materials are
21 produced or disclosed and such Litigation Materials and/or the information
22 contained in such Litigation Materials shall be disclosed only to the following
23 Qualified Persons:

24 (a) Counsel for the parties, including both outside counsel and in-house
25 counsel for the parties;

26 (b) Legal, paralegal, non-technical, and clerical staff employed by
27 counsel for the parties for the preparation of and trial of this action who have been
28 advised of this Order;

1 (c) Private court reporters or notaries public engaged by the parties in
2 their official capacities;

3 (d) Independent third-party experts or consultants retained by the parties
4 to furnish expert services or advice or to give expert testimony who have been
5 advised of this Order and who are not employed by any competitors of Prospect
6 Mortgage, LLC;

7 (e) Any third-party mediator selected by the parties or appointed by the
8 Court; and

9 (f) The Court and court personnel.

10 9. Before any person is given access to Confidential Materials pursuant

11 to ¶7(a)-(d) or Highly Confidential Materials pursuant to ¶8(a)-(c), such person
12 shall be specifically advised of the existence and requirements of this Protective
13 Order. In addition, before any person is given access to Confidential Materials
14 pursuant to ¶7 (e)-(h) or Highly Confidential Materials pursuant to ¶8(d)-(e), such
15 person shall be provided with a copy of this Protective Order and shall sign Exhibit
16 A attached to this Protective Order to demonstrate that person's agreement to be
17 bound by its terms. Counsel of record shall maintain possession of an executed
18 copy of this Protective Order and shall provide a copy of it to each Qualified
19 Person executing the acknowledgment and agreement appended as Exhibit A. A
20 copy of the acknowledgment and agreement to be bound by the terms of this
21 Protective Order signed by each person falling within the terms of this Protective
22 Order shall be made available to opposing counsel upon request. Nothing in this
23 paragraph, however, shall require the disclosure of the identity of experts retained
24 by the parties.

25 10. If Litigation Material designated confidential or quotations from or
26 references to such materials are to be included in papers filed with or otherwise
27 disclosed to the Court, such papers shall be labeled "Confidential."

12. Any Confidential Material or Highly Confidential Material that is *submitted with a request to be* filed with or submitted to the Court shall be filed under seal. If any Confidential Information or Highly Confidential Material is submitted to the Court under seal, the party submitting the Confidential Information or Highly Confidential Material shall file a copy of the pleading containing the Confidential Information or Highly Confidential Information in redacted form. Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the Court to file material under seal.

13. Nothing in this Protective Order shall prevent any party from disclosing its own confidential Litigation Materials as it deems appropriate and any such disclosure shall not be deemed a waiver of any kind whatsoever or a waiver of any other party's obligation under the Protective Order.

14. If a party to this Protective Order in possession of Litigation Materials receives a subpoena from a non-party seeking the production or other disclosure of Litigation Materials, whether or not such materials have been designated as confidential, that party shall immediately give written notice to counsel of record for the party who provided the Litigation Materials being sought, which such notice shall include a copy of the subpoena. Where possible, at least ten days' notice before production or other disclosure should be given. In no event shall production or disclosure be made before telephone notice is given and, whenever possible, sufficiently in advance of production or disclosure to afford the party to whom such notice has been given, at least ten business days, to take appropriate action, including seeking judicial relief.

15. By this Protective Order, the parties do not waive any rights to object to any discovery request, seek any further protective order, or seek relief from the Court from any provision of this Protective Order by application on notice on any grounds.

1 16. This Protective Order shall not control the use of any evidence during
2 the trial or any hearing of this case. However, nothing herein shall preclude either
3 party from seeking the assistance of the Court in maintaining the confidential
4 nature of any evidence that is presented at hearing or trial.

5 17. The fact that discovery material is designated confidential or that such
6 material is disclosed in this litigation shall not be construed in any other context or
7 proceeding before any court, agency or tribunal as a waiver or admission that such
8 information is or is not confidential or proprietary.

9 18. This Protective Order shall not apply to any materials that are publicly
10 available.

11 19. The inadvertent production or disclosure of any Litigation Material in
12 discovery or otherwise shall not effect a waiver of any privilege at law or in equity
13 or any rights or obligations arising from or related to this Protective Order,
14 provided the party making such production or disclosure acts promptly to notify
15 the relevant parties or persons of the inadvertent production or disclosure and to
16 remedy the inadvertent production or disclosure upon the discovery thereof.

17 20. The parties may modify the provisions of this Protective Order at any
18 time by stipulation approved by order of the Court, or, if no stipulation can be
19 obtained, by motion.

20 21. Upon final resolution of this matter, all Confidential Materials and
21 Highly Confidential Materials will be returned to the producing party, or destroyed
22 and certified as destroyed, at the option of the producing party, within forty-five
23 days. Notwithstanding anything contained herein to the contrary, counsel for the
24 Parties may retain copies of all transcripts and work product, including, but not
25 limited to pleadings, briefs, correspondence and memoranda that are claimed to
26 contain Confidential Information or Highly Confidential Information. Such
27 materials shall remain subject to this Protective Order, which shall survive the
28 termination date.

22. This Protective Order shall be binding upon the parties upon their signature hereto and by signing hereto each party agrees to comply with the terms of this Protective Order and to be bound thereby, even prior to the Court's entry of the proposed Protective Order based upon this stipulation, and even if the Court does not enter the proposed Protective Order based upon this stipulation. In the event that the Court does not enter the proposed Protective Order based upon this stipulation, the parties shall in good faith negotiate any terms that the Court finds objectionable.

23. This Court shall have continuing jurisdiction over this Order and its enforcement.

DATE: January 13, 2014

Carla M. Washie
United States District Judge
magistrate

AGREED TO:

NICHOLS KASTER, LLP

By: /s/ Matthew C. Helland
Matthew C. Helland
Adam W. Hansen
Attorneys for Plaintiffs

SEYFARTH SHAW LLP

By: /s/ Brandon R. McKelvey
Andrew M. Paley
Brandon R. McKelvey
Timothy B. Nelson
Attorneys for Defendant

EXHIBIT A

ACKNOWLEDGMENT

1. I, the undersigned, hereby acknowledge that I have read the Order entered into in the United States District Court, Central District of California, in the action titled *Osric Brown et al. v. Prospect Mortgage, LLC*, Case Number 2:13-cv-02850-DMG-CW, governing confidential information disclosed in this action.

2. I understand the terms of the Order and agree to be bound by such terms.

3. I understand and agree that any documents, material or information designated or marked Confidential or Highly Confidential-Attorneys' Eyes Only shall only be used for purposes of this litigation.

4. I consent to personal jurisdiction within the State of California with respect to any proceeding commenced to enforce the Order, including proceedings relative to contempt of Court.

Executed this _____ day of _____, 2014, at
_____[city], _____[state].

Print Name: _____

Address: _____

Employer: _____